

STATE OF INDIANA ) IN THE MARION SUPERIOR COURT  
 ) SS:  
COUNTY OF MARION ) CAUSE NO.

STATE OF INDIANA,  
Plaintiff,  
v.  
PHOENIX USA, INC.,  
d/b/a TWIN DYNASTY  
Defendant.

490040210PL001784

**FILED**

OCT 18 2002

*Jack M. Taylor*  
CLERK OF THE  
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION, COSTS, RESTITUTION AND CIVIL PENALTIES**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Eric Jackson, petitions the Court pursuant to the Indiana Business Opportunity Transactions Act, Ind. Code § 24-5-8-1 et seq., and the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq., for injunctive relief, civil penalties, costs, restitution and other relief.

**FACTS**

1. The Defendant, Phoenix USA ("Phoenix"), is a foreign corporation with its principal place of business located at 9433 Highway 78, Ladson, South Carolina. Since at least December 2001, the Defendant has engaged the selling a business opportunity, whereby investors purchase various health and household products from the Defendant and then re-sell the products to consumers in order to make a profit (hereinafter referred to as 'business opportunity'), to the general public.

2. The Defendant has engaged in the solicitation of said business opportunity within the State of Indiana under the name Phoenix USA and the assumed business name of Twin Dynasty

located at 4005 Vincennes Ct., Indianapolis, IN 46268; 8727 Commerce Park Place Suite K Indianapolis, IN; and 4606 Covert Avenue, Evansville IN.

3. The Defendant solicited and entered into contracts for the sale of said business opportunity with Indiana investors, including, but not limited to the following investors:

- |    |                               |                  |
|----|-------------------------------|------------------|
| a. | Daniel Rushing                | Brownsburg, IN   |
| b. | Joshua Adams                  | Greensburg, IN   |
| c. | Hershel Houk                  | North Vernon, IN |
| d. | Steven Swayze                 | Indianapolis, IN |
| e. | Angela Oakley                 | Brownsburg, IN   |
| f. | J. Lyn Whitesell              | Noblesville, IN  |
| g. | Hiedi Fugua                   | Greensburg, IN   |
| h. | Heather Anderson-Wright       | Indianapolis, IN |
| i. | Athena Symonds                | Indianapolis, IN |
| j. | Dustin Haulk                  | Indianapolis, IN |
| k. | William Schubert              | Whiteland, IN    |
| l. | Inity Morrow                  | Indianapolis, IN |
| m. | William Adams                 | Indianapolis, IN |
| n. | Rebecca Inman                 | Indianapolis, IN |
| o. | James Rogers                  | Indianapolis, IN |
| p. | Jon Riggs                     | Indianapolis, IN |
| q. | Michelle Beers                | Rushville, IN    |
| r. | Joel & Tricia Zeller          | Indianapolis, IN |
| s. | Christopher & Stephanie Beers | Indianapolis, IN |

- t. Roger Cornbleet Henderson KY
- u. Bill Bercaw Henderson, KY

4. As part of its marketing program the Defendant, through representatives, placed advertisements, the texts of which were supplied by the Defendant, in the employment section of local newspapers in order to advertise for openings for entry level, management and trainee positions. Exemplary copies of the Defendant's ads are attached and incorporated as Exhibits "A1-A7".

5. People who responded to the advertisements were led to believe that they were going to receive a job interview, but when they arrived for the interview they received a sales presentation to join the Defendant's business opportunity.

6. After investors contracted with the Defendant, the Defendant encouraged them to rent a desk from the Defendant at a cost of \$300.00 - \$500.00 per month.

7. In addition investors were encouraged to attend monthly training or 'impact' seminars with the Defendant at a cost of approximately \$200.00 per session.

8. The Defendant told investors that if they purchased \$5,000.00, \$10,000.00 and \$15,000.00 of product from the Defendant then they could, correspondingly, become a Manager, Supervisor or Director. By becoming a Manager, Supervisor or Director, an investor was to receive greater compensation from the Defendant as their compensation would be calculated on a higher percentage of sales of the products that were purchased by new investors.

9. On or about December 17, 2001, Daniel Rushing responded to an ad in the Indianapolis Star. After responding to the ad, Rushing met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about December 17, 2001 Rushing entered into an Application and Agreement with the Defendant, which is

attached and incorporated as Exhibit "B". From December 2001 through March 2002 Rushing purchased \$5586.27 of merchandise from the Defendant.

10. On or about December 17, 2001, Joshua Adams responded to an ad in the Indianapolis Star. After responding to the ad, Adams met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about December 17, 2001 Adams purchased \$9,377.56 of products from the Defendant.

11. On or about December 26, 2001, Hershel Houk signed a contract in order to purchase a business opportunity from the Defendant. A copy Houk's Application and Agreement with the Defendant is attached and incorporated as Exhibit "C". On or about January 8, 2002 Houk purchased \$3,498.54 of products from the Defendant.

12. On or about January of 2001 Steven Swayze responded to an ad in the Indianapolis Star. After responding to the ad, Swayze met with a representative of the Defendant and was solicited to purchase a business opportunity from the Defendant. From December 2001 through April 2002 Swayze ordered \$3282.72 of product from the Defendant.

13. On or about January 10, 2002, Heidi Fugua responded to a newspaper ad and met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about January 10, 2002 Fugua entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "D". On or about January 10, 2002 Fugua purchased \$1,141.08 of products from the Defendant.

14. On or about February 2, 2002, Angela Oakley responded to an ad in the Indianapolis Star. After responding to the ad, Oakley met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about February 2, 2002 Oakley entered into an Application and Agreement with the Defendant, which is attached and

incorporated as Exhibit "E". From February 2002 through April 2002 Oakley purchased at least \$8504.97 of products from the Defendant.

15. On or about February 7, 2002, J. Lyn Whitesell responded to an ad in the Indianapolis Star. After responding to the ad, Whiteside met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about February 7, 2002 Whitesell entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "F". From January through February 2002 Whitesell purchased \$8,423.74 of products from the Defendant.

16. On or about February 12, 2002, Heather Anderson-Wright signed a contract in order to purchase a business opportunity from the Defendant. A copy of Anderson-Wright's Application and Agreement with the Defendant is attached and incorporated as Exhibit "G". From February 2002 through March 2002 Anderson-Wright purchased \$3538.86 worth of products from the Defendant.

17. On or about February 15, 2002, Athena Symonds signed a contract in order to purchase a business opportunity from the Defendant. A copy of Symond's Application and Agreement with the Defendant is attached and incorporated as Exhibit "H". On or about February 15, 2002 Symonds purchased \$2,686.36 worth of products from the Defendant.

18. On or about February 15, 2002, Dustin Haulk signed a contract in order to purchase a business opportunity from the Defendant. A copy Haulk's Application and Agreement with the Defendant is attached and incorporated as Exhibit "I". On or about February 15, 2002 Haulk purchased \$4,996.35 worth of products from the Defendant.

19. On or about February 21, 2002, William Schubert responded to an ad in the Indianapolis Star. After responding to the ad, Schubert met with a representative of Defendant

and was solicited to purchase a business opportunity from the Defendant. On or about February 21, 2002 Schubert entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "J". From February 2002 through April 2002 Schubert purchased \$3027.49 worth of products from the Defendant.

20. On or about February 28, 2002, Inity Morrow signed a contract in order to purchase a business opportunity from the Defendant. A copy of Morrow's Application and Agreement with the Defendant is attached and incorporated as Exhibit "K". On or about March 14, 2002 Julia Morrow purchased \$1,238.64 of products from the Defendant on behalf of Inity Morrow.

21. On or about March 5, 2002, William Adams responded to an ad in the Indianapolis Star. After responding to the ad, Adams met with a representative of the Defendant and was solicited to purchase a business opportunity from the Defendant. On or about March 5, 2002 Adams entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "L". From March 2002 through April 2002 Adams purchased \$3045.35 of products from the Defendant.

22. On or about March 15, 2002, Rebecca Inman signed a contract in order to purchase a business opportunity from the Defendant. A copy Inman's Application and Agreement with the Defendant is attached and incorporated as Exhibit "M". On or about March 15, 2002 Inman purchased \$1,197.96 worth of products from the Defendant.

23. On or about March 15 2002, James Rogers responded to an ad in the Indianapolis Star. After responding to the ad, Rogers met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. From March 2002 through April 2002 Rogers purchased \$19,420.62 worth of products from the Defendant.

24. On or about March 16, 2002, Jon D. Riggs signed a contract in order to purchase a

business opportunity from the Defendant. A copy of Riggs' Application and Agreement with the Defendant is attached and incorporated as Exhibit "N". On or about March 16, 2002 Riggs purchased \$1,190.82 worth of products from the Defendant.

25. On or about April 3, 2002, Michelle Beers responded to an ad in a newspaper. After responding to the ad, Beers met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about April 3, 2002 Beers entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "O". In April of 2002 Beers purchased \$8047.94 of products from the Defendant.

26. On or about April 13, 2002 Joel Zeller joined the Defendant's business opportunity and purchased \$1,769.14 worth of products from the Defendant.

27. On or about April 13, 2002, Tricia Zeller joined the Defendant's business opportunity and purchased \$1,109.77 worth of products from the Defendant.

28. On or about April 13, 2002, Christopher & Stephanie Beers signed a contract in order to purchase a business opportunity from the Defendant. A copy the Beers' Application and Agreement with the Defendant is attached and incorporated as Exhibit "P". From April to May 2002 the Beers purchased \$595.18 worth of products from the Defendant.

29. On or about May 3, 2002, Roger Cornbleet signed a contract in Evansville, Indiana in order to purchase a business opportunity from the Defendant. A copy of Cornbleet's Application and Agreement with the Defendant is attached and incorporated as "Exhibit "Q". In May of 2002 Cornbleet purchased \$3,684.62 worth of products from the Defendant.

30. On or about July 23, 2002 Bill Bercaw joined the Defendant's business opportunity in Evansville Indiana and purchased \$4814.95 of product from the Defendant on behalf of himself and Jessica Jenkins.

31. The Defendant was not registered with the State of Indiana to sell business opportunities and did not post a bond with the State of Indiana, prior to soliciting Indiana investors.

32. The Defendant's contracts with investors, including but not limited to, the following investors identified in paragraph 3, failed to include to the following information:

- a. the name and business address of the Defendant's agent in Indiana authorized to receive service of process;
- b. the terms and conditions of payment
- c. a detailed description of any services that the Defendant undertakes to perform for the investor;
- d. a detailed description of any training that the Defendant undertakes to provide to the investor;
- e. the approximate delivery date of any goods the seller is to deliver to the investor; and
- f. a statement of the investor's thirty (30) day right to cancel the contract.

33. The Defendant did not provide the investors identified in paragraph 3 above with a copy of a disclosure document containing the information required by Ind. Code § 24-5-8-2.

**COUNT I - VIOLATIONS OF THE BUSINESS OPPORTUNITY TRANSACTIONS ACT**

34. The Defendant's offer of selling various health and household products to investor who then would re-sell the products to consumers in order to make a profit is a "business opportunity" as defined by Ind. Code § 24-5-8-1.



35. The Defendant failed to provide Indiana investors with the disclosures required by Indiana law at least seventy-two (72) hours before the earlier of the investors' execution of a business opportunity contract with the Defendant or receipt of any consideration by the Defendant, in violation of Ind. Code § 24-5-8-2.

36. The Defendant failed to obtain a surety bond in favor of the State of Indiana prior to offering to sell its business opportunity to Indiana investors, in violation of Ind. Code § 24-5-8-3.

37. The Defendant failed to file a copy of the disclosure statement and surety bond and pay the filing fee required by Indiana law with the Consumer Protection Division of the Office of the Attorney General prior to placing any advertisement or making any representation to any Indiana investor about said business opportunity, in violation of Ind. Code § 24-5-8-4.

38. The Defendant's failure to include the information detailed in paragraph 32 above in its contracts with Indiana investors is in violation of Ind. Code § 24-5-8-6(b).

39. The Defendant's act of requiring investors to pay for the entire purchase price prior to delivering goods, as referred to in paragraphs 8-30 above, violated Ind. Code § 24-5-8-12 as the payments from investors exceeded twenty (20%) percent of the initial payment before the goods were delivered.

40. The Defendants act of placing ads in the employment section of the newspaper and scheduling interviews when the Defendant was not seeking employees but investors in a business opportunity violated Ind. Code § 24-5-8-16(a)(1) as it was an untrue, misleading and deceptive statement.

41. In accordance with Ind. Code § 24-5-8-20 the Defendant's violations of Indiana's Business Opportunity Transactions Act, Ind. Code 24-5-8-1 et seq. are violations of Indiana's Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq.

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS THE BUSINESS  
OPPORTUNITIES TRANSACTIONS ACT**

42. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 41 above.

43. The Defendant's violations of Indiana's Business Opportunity Transactions Act, Ind. Code § 24-5-8-1 et seq., referred to in paragraphs 1-34 above, were done with knowledge and intent to deceive.

**IRREPARABLE HARM**

44. The deceptive acts set forth above will continue and will cause irreparable injury unless the Defendant is enjoined from engaging in further conduct which violates Ind. Code § 24-5-8-1 et seq., and § 24-5-0.5-1 et seq.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court to enter a judgment against the Defendant, Phoenix USA Inc., and order the following relief:

- a. A permanent injunction pursuant to Ind. Code § 24-5-8-18 and Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant, its agents, representatives, employees, successors, and assigns from engaging in conduct in violation of Ind. Code § 24-5-8-1 et seq., or Ind. Code § 24-5-0.5-1 et seq.;
- b. Voiding the Defendant's business opportunity contacts with the

investors, including but not limited to those identified in paragraph 3 above, pursuant to Ind. Code § 24-5-8-16(3) or in the alternative Cancellation of the Defendant's business opportunity contracts, pursuant to Ind. Code § 24-5-8-15, and Ind. Code § 24-5-0.5-4(d);

c. Restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2) and (d), on behalf of, including but limited to, the consumers identified in paragraph 3 above in an amount to be determined at trial.

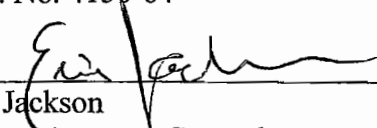
d. Costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

e. Civil penalties pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendant's knowing violations of the Business Opportunity Transactions Act, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana;

f. Civil penalties pursuant to Ind. Code § 24-5-0.5-8, for the Defendant's intentional violations of the Business Opportunity Transactions Act, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana; and

g. All other proper relief.

Respectfully submitted,  
Steve Carter  
Attorney General of Indiana  
Atty. No. 4150-64

By:   
Eric Jackson  
Deputy Attorney General

Atty. No. 19415-49

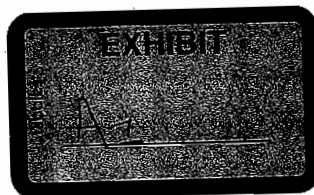
Office of the Attorney General  
Indiana Government Center South, 5<sup>th</sup> floor  
402 W. Washington Street  
Indianapolis, IN 46204  
(317) 233-3987

**Fresh Start**

Expanding company  
seeks individuals w/  
great personality & peo-  
ple skills. Entry level to  
management & trainees  
needed. Training & ben-  
efits! Call 334-1030

**INDIANAPOLIS NEWSPAPERS INC. FAX PROOF**

Customer: TWIN DYNASTY  
Phone:  
Ad Number: 2138634  
Start Date: 02/24/2002  
Net Price: 81.00  
Section: CL  
Class: 565; PROFESSIONAL  
Size: 1 x 10  
SalesPerson: C18



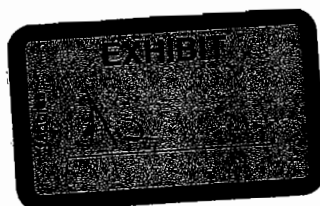
PT:FT

# **Fresh Start**

Seeking goal-oriented  
women & men to help  
w/Expansion in the area.  
Must be independent,  
have a great attitude &  
excellent people skills.  
Call 334-1030

## **INDIANAPOLIS NEWSPAPERS INC. FAX PROOF**

Customer: TWIN DYNASTY  
Phone:  
Ad Number: 2160240  
Start Date: 03/17/2002  
Net Price: 91.40  
Section: CL  
Class: 565; PROFESSIONAL  
Size: 1 x 11  
SalesPerson: C18



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From-AGF NEW CASTLE

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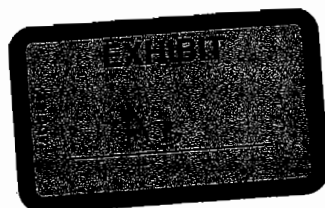
590 P.05/08 F-525

**Restaurant Burnout**

Tired of long hrs & low  
\$. If you want to work in  
a professional env, na-  
tional firm seeks indi-  
viduals w/people skills  
for local expansion.  
Flexible hrs training &  
travel possible 2-4k/  
mo. + benefits. 471-8881

**INDIANAPOLIS NEWSPAPERS INC. FAX PROOF**

Customer: TWIN DYNASTY  
Phone:  
Ad Number: 2114844  
Start Date: 02/03/2002  
Net Price: 96.80  
Section: CL  
Class: 570; RESTAURANT/HOTEL  
Size: 1 x 12  
SalesPerson: C138



Area Management

**ASAP**

Love working w/ ppl-  
pley building compa-  
ny best mgt. &  
leadership skills to  
train for mgmt. Posi-  
tive att. & great perso-  
nality. Need to fill by 3/1.  
471-5881

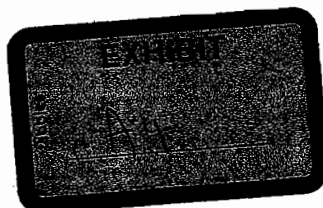
**INDIANAPOLIS NEWSPAPERS INC. FAX PROOF**

Customer: TWIN DYNASTY  
Phone:  
Ad Number: 2145928  
Start Date: 03/03/2002  
Net Price: 91.80  
Section: CL  
Class: 585; GENERAL  
Size: 1 x 12  
Salesperson: C72

PAID

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THE INDIANAPOLIS STAR





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Area Management

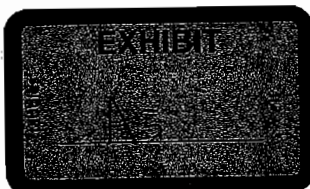
**ASAP**

Fired at long hrs &  
low pay. Reopening  
Camp seeks indivs w/  
leadership skills to  
train former. Also  
the hrs, travel possible.  
Benefits. Need to know  
more. 471-8881

*3/22*  
*Change date to*

**INDIANAPOLIS NEWSPAPERS INC. FAX PROOF**

Customer: TWIN DYNASTY  
Phone:  
Ad Number: 2152886  
Start Date: 03/10/2002  
Net Price: 96.80  
Section: CL  
Class: 585, GENERAL  
Size: 1 x 12  
SalesPerson: C18



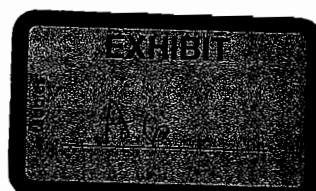
**Fresh Start**  
Looking for 4 people w/  
strong people skills.  
Call 44-4891.

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correct

**INDIANAPOLIS NEWSPAPERS INC. FAX PROOF**

Customer: TWIN DYNASTY  
Phone:  
Ad Number: 2130723  
Start Date: 02/17/2002  
Net Price: 59.40  
Section: CL  
Class: 570  
Size: 1 x 6  
SalesPerson: C18

2002 01 17  
C18



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(317) 280 025

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Supervisor

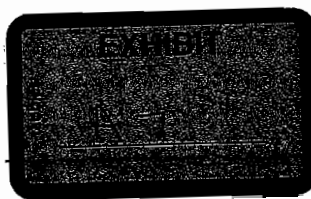
**People Person**

Progressive co. looking  
for indiv. w/positive at-  
titude and great com-  
munication skills. Start  
ASAP. Serious. Inq  
only. Call 471-2200.

# INDIANAPOLIS NEWSPAPERS INC. FAX PROOF

Customer: TWIN DYNASTY  
Phone:  
Ad Number: 2167361  
Start Date: 03/24/2002  
Net Price: 86.00  
Section: CL  
Class: 585; GENERAL  
Size: 1 x 10  
SalesPerson: C18

\$161.00





# PHOENIX

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) For your completed Application & Agreement to: (433) 572-6567 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9433 HWY 74, Suite B2, Ladson, SC 29456.

## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME <i>David T. Harding</i>			REPRESENTATIVE NAME		
SOCIAL SECURITY NO.			REPRESENTATIVE ID		
DATE OF BIRTH			SPONSOR SIGNATURE _____ DATE _____		
CO-APPLICANT NAME					
CO-APPLICANT DATE OF BIRTH			DOING BUSINESS AS (DBA)		
HOME PHONE _____ WORK PHONE _____			COMPANY NAME		
MAILING ADDRESS			FEDERAL ID NO.		
CITY _____ STATE _____ ZIP _____			STATE RESALE NO.		
EMAIL ADDRESS (yourname@yourisp.com)			WEB SITE ADDRESS (www.yourcompany.com)		
WITHHOLDING STATEMENT			http://		
The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.			If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.		
APPLICANT INITIALS _____ CO-APPLICANT INITIALS _____			INCLUDED WITH APPLICATION & AGREEMENT		
REP ID			<input type="checkbox"/> Corporation or Partnership Registration Form <input type="checkbox"/> Sales License		

### REP CENTRAL ONLINE

REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that is easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at <http://www.mypheonixusa.ca>

EXHIBIT



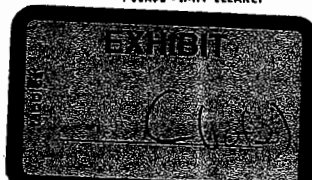
INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) For your completed Application & Agreement to (849) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9435 HWY 78, Suite B2, Ladson, SC 29456.

# APPLICATION AND AGREEMENT

## PERSONAL INFORMATION

## SPONSOR INFORMATION

REPRESENTATIVE NAME <i>HERSHEL HOOK</i>		REPRESENTATIVE NAME <i>JOSHUA ADAMS</i>	
SOCIAL SECURITY NO.		REPRESENTATIVE ID <i>579-22-8534</i>	
DATE OF BIRTH		SPONSOR SIGNATURE <i>[Signature]</i> DATE <i>[Date]</i>	
CO-APPLICANT NAME			
CO-APPLICANT DATE OF BIRTH		DOING BUSINESS AS (DBA)	
HOME PHONE WORK PHONE		COMPANY NAME	
MAILING ADDRESS		FEDERAL ID NO.	
CITY STATE ZIP		STATE RESALE NO.	
EMAIL ADDRESS (yourname@yourisp.com)		WEB SITE ADDRESS (www.yourcompany.com)	
WITHHOLDING STATEMENT		http://	
<p>The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding; (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.</p>		<p>If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.</p>	
<p>APPLICANT INITIALS <i>[Signature]</i> CO-APPLICANT INITIALS <i>[Signature]</i></p>		<p>INCLUDED WITH APPLICATION &amp; AGREEMENT:</p> <p><input type="checkbox"/> Corporation or Partnership Registration Form</p> <p><input type="checkbox"/> Sales Licence</p>	
<p>TERMINATION DATE</p>		<p>REP CENTRAL ONLINE</p> <p>REP CENTRAL is a free online service provided to all Independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at <a href="http://www.myphoenixusa.cc">http://www.myphoenixusa.cc</a>.</p> <p><i>[Signature]</i></p>	



# TERMS & CONDITIONS

- 1.) I am of legal age in the state of my residency. I agree that I am an Independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax resale number in the state of my residency.
- 2.) An Independent representative's success or failure depends on his or her personal efforts.
- 3.) An Independent Representative is not guaranteed any income or profit or success, and by signing the application certifies that neither Phoenix USA nor the Sponsor has made any claims of guaranteed earnings or undocumented claims of anticipated earnings.
- 4.) The Phoenix USA compensation plan is based upon the sales of Phoenix USA products, and an Independent Representative will not be successful merely by sponsoring other Independent Representatives without regard to retail sales.
- 5.) All Independent Representative's advertisements must be factual. Any advertisement promoting or representing employment, salaried positions, management positions, hourly wages, or guaranteed income is prohibited.
- 6.) An Independent Representative may be terminated or otherwise disciplined for a violation of the Independent Representative Application, Policies and Procedures, or Compensation Plan, or committing unfair or deceptive trade practices, or any other violation of Phoenix USA requirements, or state or federal law.
- 7.) An Independent Representative terminating his or her Distributorship within five (5) days of the initial purchase of product is entitled to a 100% refund of the cost of any sales aids and unused inventory. Shipping and handling expenses are not refunded.
- 8.) An Independent Representative terminating his or her Distributorship after (5) days of the initial purchase of product, is entitled to a refund of re-saleable inventory and sales aids purchased within the preceding (3) months, less all rebates and bonuses to such Independent Representatives on the products being returned and less a 10% restocking fee. The (3) month period shall commence on the day of shipment by Phoenix USA of the product being returned by the Independent Representative. Refund requests should be submitted in writing to Phoenix USA, 9433 HWY 78 Suite B2, Ladson, SC 29456; or faxed to (843) 572-6562.
- 9.) With every new order of product, an Independent Representative must certify that not less than 70% of product previously purchased has been consumed or sold and must identify that portion of the product which was sold and what portion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold. Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be grounds for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create materials describing Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer, consumer to business, business to business, or business to consumer marketing via the Internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

I certify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phoenix USA (available in all affiliate Independent Training Centers).

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

EXHIBIT

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9453 HWY 78, Suite B2, Ladsen, SC 29456.




# PHOENIX

## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME			REPRESENTATIVE NAME		
HEIDI FLUGA			JOSHUA ADAMS		
SOCIAL SECURITY NO.			REPRESENTATIVE ID		
			589-22-8504		
DATE OF BIRTH					
CO-APPLICANT NAME					
CO-APPLICANT DATE OF BIRTH			DOING BUSINESS AS (DBA)		
HOME PHONE			COMPANY NAME		
WORK PHONE			FEDERAL ID NO.		
MAILING ADDRESS			STATE RESALE NO.		
CITY			WEB SITE ADDRESS (www.yourcompany.com)		
STATE			http://		
ZIP			If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.		
GREENSBURG IN 47240			INCLUDED WITH APPLICATION & AGREEMENT:		
EMAIL ADDRESS (yourname@yourisp.com)			<input type="checkbox"/> Corporation or Partnership Registration Form <input type="checkbox"/> Sales License		

### WITHHOLDING STATEMENT

The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.

APPLICANT INITIALS

CO-APPLICANT INITIALS

-50-01-10

FOR INTERNAL USE ONLY

REP ID

INSERTION DATE

PDOC 001 EFF 4-24-2001

### REP CENTRAL ONLINE

REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at <http://www.mypheoenixusa.cc>.

EXHIBIT

© 2000 PHOENIX USA



# PHOENIX

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information on this page. 2.) You must agree to the Terms and Conditions on Page 2 before completing your signature. 3.) Fax your completed Application & Agreement to (847) 577-4545 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9433 NW 75, Suite 62, Miami, FL 33454

## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME		REPRESENTATIVE NAME	
Angela L Oakie		Brandon Arnold	
SOCIAL SECURITY NO.		REPRESENTATIVE ID	
DATE OF BIRTH		SPONSOR SIGNATURE	
CO-APPLICANT NAME		DATE	
CO-APPLICANT DATE OF BIRTH		DOING BUSINESS AS (DBA)	
HOME PHONE		COMPANY NAME	
WORK PHONE		FEDERAL ID NO.	
MAILING ADDRESS		STATE RESALE NO.	
CITY		WEB SITE ADDRESS (www.yourcompany.com)	
STATE		http://	
ZIP		If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.	
Brownsburg In 46112		INCLUDED WITH APPLICATION & AGREEMENT:	
EMAIL ADDRESS (yourname@yourisp.com)		<input type="checkbox"/> Corporation or Partnership Registration Form <input type="checkbox"/> Sales Licence	
<b>WITHHOLDING STATEMENT</b> <p>The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.</p>			
APPLICANT INITIALS		CO-APPLICANT INITIALS	
A0		rooter	





FILE NO. 02 0A 58985



PHOENIX

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456.

# APPLICATION AND AGREEMENT

## PERSONAL INFORMATION

## SPONSOR INFORMATION

REPRESENTATIVE NAME

REPRESENTATIVE NAME

SOCIAL SECURITY NO.

REPRESENTATIVE ID

DATE OF BIRTH

CO-APPLICANT NAME

SPONSOR SIGNATURE

DATE

## DOING BUSINESS AS (DBA)

CO-APPLICANT DATE OF BIRTH

COMPANY NAME

HOME PHONE

WORK PHONE

FEDERAL ID NO.

MAILING ADDRESS

STATE RESALE NO.

CITY

STATE

ZIP

WEB SITE ADDRESS (www.yourcompany.com)

http://

EMAIL ADDRESS (yourname@yourisp.com)

If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.

## WITHHOLDING STATEMENT

The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.

## INCLUDED WITH APPLICATION & AGREEMENT:

- ☐ Corporation or Partnership Registration Form  
☐ Sales Licence

## REP CENTRAL ONLINE

REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at <http://www.myphoenixusa.net>.

APPLICANT INITIALS

CO-APPLICANT INITIALS

FOR INTERNAL USE ONLY

REP ID

VERSION D/V

# TERMS & CONDITIONS

- 1.) I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax resale number in the state of my residency.
- 2.) An independent representative's success or failure depends on his or her personal efforts.
- 3.) An Independent Representative is not guaranteed any income or profit or success, and by signing the application certifies that neither Phoenix USA nor the Sponsor has made any claims of guaranteed earnings or undocumented claims of anticipated earnings.
- 4.) The Phoenix USA compensation plan is based upon the sales of Phoenix USA products, and an Independent Representative will not be successful merely by sponsoring other Independent Representatives without regard to retail sales.
- 5.) All Independent Representative's advertisements must be factual. Any advertisement promoting or representing employment, salaried positions, management positions, hourly wages, or guaranteed income is prohibited.
- 6.) An Independent Representative may be terminated or otherwise disciplined for a violation of the Independent Representative Application, Policies and Procedures, or Compensation Plan, or committing unfair or deceptive trade practices, or any other violation of Phoenix USA requirements, or state or federal law.
- 7.) An Independent Representative terminating his or her Distributorship within five (5) days of the initial purchase of product is entitled to a 100% refund of the cost of any sales aids and unused inventory. Shipping and handling expenses are not refunded.
- 8.) An Independent Representative, terminating his or her Distributorship after (5) days of the initial purchase of product, is entitled to a refund of re-saleable inventory and sales aids purchased within the preceding (3) months, less all rebates and bonuses to such Independent Representatives on the products being returned and less a 10% restocking fee. The (3) month period shall commence on the day of shipment by Phoenix USA of the product being returned by the Independent Representative. Refund requests should be submitted in writing to Phoenix USA, 9433 HWY 78 Suite B2, Ladson, SC 29456, or faxed to (813) 572-6562.
- 9.) With every new order of product, an Independent Representative must certify that not less than 70% of product previously purchased has been consumed or sold and must identify that portion of the product which was sold and what portion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold. Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be grounds for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create materials describing Phoenix USA products or any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer, consumer to business, business to business, or business to consumer marketing via the internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

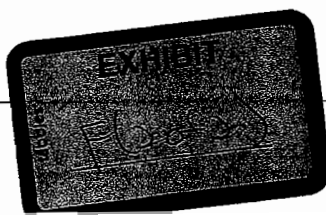
I certify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phoenix USA (available in all affiliate Independent Training Centers).

J. Lynn Whitesell  
APPLICANT SIGNATURE

2/7/02  
1/21/00  
DATE

CO-APPLICANT SIGNATURE

DATE



INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456.



# PHOENIX

## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME

REPRESENTATIVE NAME

SOCIAL SECURITY NO.

REPRESENTATIVE ID

DATE OF BIRTH

CO-APPLICANT NAME

SPONSOR SIGNATURE

DATE

### DOING BUSINESS AS (DBA)

CO-APPLICANT DATE OF BIRTH

COMPANY NAME

HOME PHONE

WORK PHONE

FEDERAL ID NO.

MAILING ADDRESS

STATE RESALE NO.

CITY

STATE

ZIP

WEB SITE ADDRESS (www.yourcompany.com)

http://

EMAIL ADDRESS (yourname@yourisp.com)

If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.

### WITHHOLDING STATEMENT

The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.

APPLICANT INITIALS

CO-APPLICANT INITIALS

### INCLUDED WITH APPLICATION & AGREEMENT:



Corporation or Partnership Registration Form  
Sales License

### REP CENTRAL ONLINE

REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at <http://www.mypheenixusa.net>.

REP ID

INSERTION DATE

EXHIBIT



# PHOENIX

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the terms and conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9433 HWY 78, Suite B2, Ludow, SC 29436.

## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME		REPRESENTATIVE NAME	
Athena K Symonds		Dustin Haulk	
SOCIAL SECURITY NO.		REPRESENTATIVE ID	
		307-62-2645	
DATE OF BIRTH		Dustin Haulk 2/28/02	
CO-APPLICANT NAME		SPONSOR SIGNATURE DATE	
CO-APPLICANT DATE OF BIRTH		DOING BUSINESS AS (DBA)	
		COMPANY NAME	
HOME PHONE WORK PHONE		FEDERAL ID NO.	
MAILING ADDRESS		STATE RESALE NO.	
CITY STATE ZIP		WEB SITE ADDRESS (www.yourcompany.com)	
Evansville IN 47710		http://	
EMAIL ADDRESS (yourname@yourisp.com)		If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.	
		INCLUDED WITH APPLICATION & AGREEMENT:	
<p><b>WITHHOLDING STATEMENT</b></p> <p>The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.</p> <p>APPLICANT INITIALS <i>AKS</i> CO-APPLICANT INITIALS</p>		<input type="checkbox"/> Corporation or Partnership Registration Form <input type="checkbox"/> Sales License	
		<p><b>REP CENTRAL ONLINE</b></p> <p>REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at <a href="http://www.myphoenixusa.com">http://www.myphoenixusa.com</a></p> <p><i>[Signature]</i></p>	



# PHOENIX

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information when it using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) For your completed Application & Agreement to (813) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, #433 HWY 71, Suite B2, Ludon, SC 29456.

## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME	REPRESENTATIVE NAME
Dustin Hawk	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
DATE OF BIRTH	
CO-APPLICANT NAME	SPONSOR SIGNATURE
	DATE
	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE	FEDERAL ID NO.
WORK PHONE	
MAILING ADDRESS	STATE RESALE NO.
	WEB SITE ADDRESS (www.yourcompany.com)
	http://
CITY	
STATE	
ZIP	
Crawfordsville IN 47933	If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.
EMAIL ADDRESS (yourname@yourtsp.com)	

### WITHHOLDING STATEMENT

The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.

APPLICANT INITIALS 60-H-6 CO-APPLICANT INITIALS

### INCLUDED WITH APPLICATION & AGREEMENT:

- ☐ Corporation or Partnership Registration Form  
☐ Sales License

### REP CENTRAL ONLINE

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# PHOENIX

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## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME

REPRESENTATIVE NAME

*Bill Schubert*

SOCIAL SECURITY NO.

REPRESENTATIVE ID

DATE OF BIRTH

CO-APPLICANT NAME

SPONSOR SIGNATURE

DATE

### DOING BUSINESS AS (DBA)

CO-APPLICANT DATE OF BIRTH

COMPANY NAME

HOME PHONE

WORK PHONE

FEDERAL ID NO.

MAILING ADDRESS

STATE RESALE NO.

CITY

STATE

ZIP

WEB SITE ADDRESS (www.yourcompany.com)

http://

EMAIL ADDRESS (yourname@yourisp.com)

If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.

### WITHHOLDING STATEMENT

The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.

### INCLUDED WITH APPLICATION & AGREEMENT:

☐

Corporation or Partnership Registration Form

☐

Sales License

### REP CENTRAL ONLINE

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APPLICANT INITIALS

CO-APPLICANT INITIALS

FOR INTERNAL USE ONLY

REP ID

INSERTION DATE



# TERMS & CONDITIONS

- 1.) I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax resale number in the state of my residency.
- 2.) An independent representative's success or failure depends on his or her personal efforts.
- 3.) An Independent Representative is not guaranteed any income or profit or success, and by signing the application certifies that neither Phoenix USA nor the Sponsor has made any claims of guaranteed earnings or undocumented claims of anticipated earnings.
- 4.) The Phoenix USA compensation plan is based upon the sales of Phoenix USA products, and an Independent Representative will not be successful merely by sponsoring other Independent Representatives without regard to retail sales.
- 5.) All Independent Representative's advertisements must be factual. Any advertisement promoting or representing employment, salaried positions, management positions, hourly wages, or guaranteed income is prohibited.
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- 8.) An Independent Representative terminating his or her Distributorship after (5) days of the initial purchase of product, is entitled to a refund of re-saleable inventory and sales aids purchased within the proceeding (3) months, less all rebates and bonuses to such Independent Representatives on the products being returned and less a 10% restocking fee. The (3) month period shall commence on the day of shipment by Phoenix USA of the product being returned by the Independent Representative. Refund requests should be submitted in writing to Phoenix USA, 9433 HWY 78 Suite B2, Ladson, SC 29456; or faxed to (843) 572-6562.
- 9.) With every new order of product, an Independent Representative must certify that not less than 70% of product previously purchased has been consumed or sold and must identify that portion of the product which was sold and what portion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold. Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be grounds for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create materials describing Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer, consumer to business, business to business; or business to consumer marketing via the internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

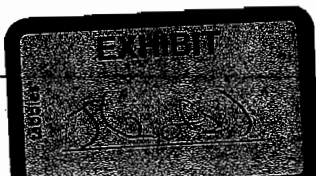
I certify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phoenix USA (available in all affiliated Independent Training Centers).

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE





INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to: (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456.



# APPLICATION AND AGREEMENT

## PERSONAL INFORMATION

## SPONSOR INFORMATION

REPRESENTATIVE NAME

Intly Morrow

SOCIAL SECURITY NO.

REPRESENTATIVE NAME

REPRESENTATIVE ID

DATE OF BIRTH

CO-APPLICANT NAME

SPONSOR SIGNATURE

DATE

CO-APPLICANT DATE OF BIRTH

## DOING BUSINESS AS (DBA)

COMPANY NAME

HOME PHONE

WORK PHONE

( )

FEDERAL ID NO.

MAILING ADDRESS

STATE RESALE NO.

CITY

STATE

ZIP

Mpls In 46218

EMAIL ADDRESS (yourname@yourisp.com)

WEB SITE ADDRESS (www.yourcompany.com)

http://

If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.

## WITHHOLDING STATEMENT

The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.

APPLICANT INITIALS

CO-APPLICANT INITIALS

## INCLUDED WITH APPLICATION & AGREEMENT:

- ☐ Corporation or Partnership Registration Form
- ☐ Sales Licence

## REP CENTRAL ONLINE

REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at <http://www.myphoenixusa.net>.

EXHIBIT



# TERMS & CONDITIONS

- 1.) I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax resale number in the state of my residency.
- 2.) An Independent Representative's success or failure depends on his or her personal efforts.
- 3.) An Independent Representative is not guaranteed any income or profit or success, and by signing the application certifies that neither Phoenix USA nor the Sponsor has made any claims of guaranteed earnings or undocumented claims of anticipated earnings.
- 4.) The Phoenix USA compensation plan is based upon the sales of Phoenix USA products, and an Independent Representative will not be successful merely by sponsoring other Independent Representatives without regard to retail sales.
- 5.) All Independent Representative's advertisements must be factual. Any advertisement promoting or representing employment, salaried positions, management positions, hourly wages, or guaranteed income is prohibited.
- 6.) An Independent Representative may be terminated or otherwise disciplined for a violation of the Independent Representative Application, Policies and Procedures, or Compensation Plan, or committing unfair or deceptive trade practices, or any other violation of Phoenix USA requirements, or state or federal law.
- 7.) An Independent Representative terminating his or her Distributorship within five (5) days of the initial purchase of product is entitled to a 100% refund of the cost of any sales aids and unused inventory. Shipping and handling expenses are not refunded.
- 8.) An Independent Representative, terminating his or her Distributorship after (5) days of the initial purchase of product, is entitled to a refund of re-saleable inventory and sales aids purchased within the preceding (3) months, less all rebates and bonuses to such Independent Representatives on the products being returned and less a 10% restocking fee. The (3) month period shall commence on the day of shipment by Phoenix USA of the product being returned by the Independent Representative. Refund requests should be submitted in writing to Phoenix USA, 9433 HWY 78 Suite B2, Ladson, SC 29456; or faxed to (843) 572-6562.
- 9.) With every new order of product, an Independent Representative must certify that not less than 70% of product previously purchased has been consumed or sold and must identify that portion of the product which was sold and what portion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold. Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be grounds for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create materials describing Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer, consumer to business, business to business, or business to consumer marketing via the internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

I certify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phoenix USA (available in all affiliate Independent Training Centers).

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

5 MAR 02



PHOENIX

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456.

## APPLICATION AND AGREEMENT

## PERSONAL INFORMATION

## SPONSOR INFORMATION

REPRESENTATIVE NAME

REPRESENTATIVE NAME

William H. Adams Jr.

SOCIAL SECURITY NO.

REPRESENTATIVE ID

DATE OF BIRTH

CO-APPLICANT NAME

SPONSOR SIGNATURE

DATE

## DOING BUSINESS AS (DBA)

CO-APPLICANT DATE OF BIRTH

COMPANY NAME

HOME PHONE

WORK PHONE

FEDERAL ID NO.

MAILING ADDRESS

STATE RESALE NO.

WEB SITE ADDRESS (www.yourcompany.com)

CITY

STATE

ZIP

http://

INDIANAPOLIS IN 46236

EMAIL ADDRESS (yourname@yourisp.com)

If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.

## WITHHOLDING STATEMENT

The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.

APPLICANT INITIALS

CO-APPLICANT INITIALS

## INCLUDED WITH APPLICATION &amp; AGREEMENT:

- ☐ Corporation or Partnership Registration Form  
☐ Sales Licence

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FOR INTERNAL USE ONLY

REP ID

INSERTION DATE



# TERMS & CONDITIONS

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- 2.) An independent representative's success or failure depends on his or her personal efforts.
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- 6.) An Independent Representative may be terminated or otherwise disciplined for a violation of the Independent Representative Application, Policies and Procedures, or Compensation Plan, or committing unfair or deceptive trade practices, or any other violation of Phoenix USA requirements, or state or federal law.
- 7.) An Independent Representative terminating his or her Distributorship within five (5) days of the initial purchase of product is entitled to a 100% refund of the cost of any sales aids and unused inventory. Shipping and handling expenses are not refunded.
- 8.) An Independent Representative, terminating his or her Distributorship after 15 days of the initial purchase of product, is entitled to a refund of re-saleable inventory and sales aids purchased within the preceding 18 months, less all rebates and bonuses to such Independent Representatives on the products being returned and less a 10% restocking fee. The 18-month period shall commence on the day of shipment by Phoenix USA of the product being returned by the Independent Representative. Refund requests should be submitted in writing to Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456 or faxed to 800-572-6562.
- 9.) With every new order of product, an Independent Representative must certify that not less than 70% of product previously purchased has been consumed or sold and must identify that portion of the product which was sold and what portion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold. Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement and may be grounds for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create materials describing Phoenix USA products or any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer, consumer to business, business to business, or business to consumer marketing via the internet or otherwise, or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

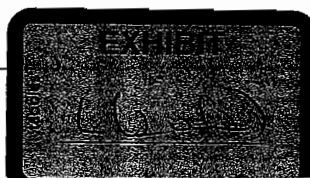
I certify that information submitted here is correct, to the best of my knowledge, and hereby acknowledge that I have read, understood and agree to follow the Terms and Conditions as well as the Policies and Procedures of Phoenix USA (available in all affiliate Independent Training Centers).

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE





INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) For your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to: Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456.

# APPLICATION AND AGREEMENT

## PERSONAL INFORMATION

## SPONSOR INFORMATION

REPRESENTATIVE NAME

REPRESENTATIVE NAME

SOCIAL SECURITY NO.

REPRESENTATIVE ID

DATE OF BIRTH

CO-APPLICANT NAME

SPONSOR SIGNATURE

DATE

## DOING BUSINESS AS (DBA)

CO-APPLICANT DATE OF BIRTH

COMPANY NAME

HOME PHONE

WORK PHONE

FEDERAL ID NO.

MAILING ADDRESS

STATE RESALE NO.

CITY

STATE

ZIP

WEB SITE ADDRESS (www.yourcompany.com)

http://

EMAIL ADDRESS (yourname@yourisp.com)

If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.

## WITHHOLDING STATEMENT

The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.

APPLICANT INITIALS

CO-APPLICANT INITIALS

## INCLUDED WITH APPLICATION & AGREEMENT:

☐

Corporation or Partnership Registration Form

☐

Sales Licence

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# PHOENIX

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## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME

REPRESENTATIVE NAME

Jon D. Riggs

REPUBLI Innan

SOCIAL SECURITY NO.

REPRESENTATIVE ID

314-46-9014

DATE OF BIRTH

3/16/02

CO-APPLICANT NAME

DOING BUSINESS AS (DBA)

CO-APPLICANT DATE OF BIRTH

COMPANY NAME

HOME PHONE

WORK PHONE

FEDERAL ID NO.

MAILING ADDRESS

STATE RESALE NO.

WEB SITE ADDRESS (www.yourcompany.com)

CITY

STATE

ZIP

http://

Indiansville IN 46214

If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.

EMAIL ADDRESS (yourname@yourisp.com)

INCLUDED WITH APPLICATION & AGREEMENT:

- ☐ Corporation or Partnership Registration Form  
☐ Sales Licence

### WITHHOLDING STATEMENT

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APPLICANT INITIALS

CO-APPLICANT INITIALS

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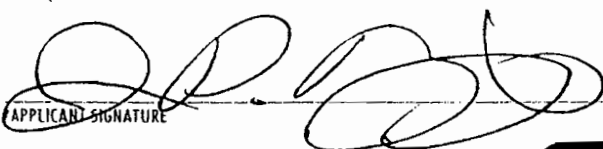
REP ID

DATE

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- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer, consumer to business, business to business, or business to consumer marketing via the internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
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I certify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understood, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phoenix USA (available in all affiliate Independent Training Centers).

  
APPLICANT SIGNATURE

3/16/02  
DATE

CO-APPLICANT SIGNATURE

DATE





INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456.

## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME		REPRESENTATIVE NAME	
[Signature]			
SOCIAL SECURITY NO.		REPRESENTATIVE ID	
DATE OF BIRTH		SPONSOR SIGNATURE _____ DATE _____	
CO-APPLICANT NAME		DOING BUSINESS AS (DBA)	
CO-APPLICANT DATE OF BIRTH		COMPANY NAME	
HOME PHONE	WORK PHONE	FEDERAL ID NO.	
	( )		
MAILING ADDRESS		STATE RESALE NO.	
		WEB SITE ADDRESS (www.yourcompany.com)	
CITY	STATE	ZIP	http://
Bushville	Indiana	46073	
EMAIL ADDRESS (yourname@yourisp.com)			
<b>WITHHOLDING STATEMENT</b>			
The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.			
4/10/05			
APPLICANT INITIALS		CO-APPLICANT INITIALS	
[Signature]		[Signature]	

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[Signature]



PHOENIX

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## APPLICATION AND AGREEMENT

## PERSONAL INFORMATION

## SPONSOR INFORMATION

REPRESENTATIVE NAME

STEPHANIE M. BEERS

SOCIAL SECURITY NO.

REPRESENTATIVE NAME

REPRESENTATIVE ID

DATE OF BIRTH

CO-APPLICANT NAME

SPONSOR SIGNATURE

DATE

## DOING BUSINESS AS (DBA)

CO-APPLICANT DATE OF BIRTH

COMPANY NAME

HOME PHONE

WORK PHONE Cell:

FEDERAL ID NO.

MAILING ADDRESS

STATE RESALE NO.

CITY

STATE

ZIP

WEB SITE ADDRESS (www.yourcompany.com)

http://

Indianapolis

IN

46235

EMAIL ADDRESS (yourname@yourisp.com)

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## WITHHOLDING STATEMENT

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## INCLUDED WITH APPLICATION &amp; AGREEMENT:

☐

Corporation or Partnership Registration Form

☐

Sales Licence

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FOR INTERNAL USE ONLY

REP ID

INSERTION DATE:





DMG

To pads  
Bible

## TERMS &amp; CONDITIONS

- 1.) I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax resale number in the state of my residency.
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I certify that information submitted here is correct. In the best of my knowledge and hereby acknowledge that I have read, understood and agree to follow the Terms and Conditions as well as the Policies and Procedures of Phoenix USA (available in all official Independent Training Centers).

APPLICANT SIGNATURE

Chris Beura

CO-APPLICANT SIGNATURE

DATE

DATE





# PHOENIX

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to (843) 372-6582 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, P438 HWY 78, Suite 12, Ludow, SC 29456.

## APPLICATION AND AGREEMENT

### PERSONAL INFORMATION

### SPONSOR INFORMATION

REPRESENTATIVE NAME

REPRESENTATIVE NAME

ROGER CORNBLEET

SOCIAL SECURITY NO.

REPRESENTATIVE ID

DATE OF BIRTH

CO-APPLICANT NAME

SPONSOR SIGNATURE

DATE

CO-APPLICANT DATE OF BIRTH

DOING BUSINESS AS (DBA)

COMPANY NAME

HOME PHONE

WORK PHONE

FEDERAL ID NO.

MAILING ADDRESS

STATE RESALE NO.

CITY

STATE

ZIP

WEB SITE ADDRESS (www.yourcompany.com)

http://

HENDERSON, KENTUCKY 42420

EMAIL ADDRESS (yourname@yourisp.com)

If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.

### WITHHOLDING STATEMENT

The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.

### INCLUDED WITH APPLICATION & AGREEMENT:

- ☐ Corporation or Partnership Registration Form  
☐ Sales Licence

### REP CENTRAL ONLINE

REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at <http://www.myphoenixusa.com>.

APPLICANT INITIALS

CO-APPLICANT INITIALS



# TERMS & CONDITIONS

- 1.) I am of legal age in the state of my residency. I agree that I am an Independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product in order unless I have on file with the Company a copy of my tax resale number in the state of my residency.
- 2.) An Independent representative's success or failure depends on his or her personal efforts.
- 3.) An Independent Representative is not guaranteed any income or profit or success, and by signing the application certifies that neither Phoenix USA, nor the Sponsor has made any claims of guaranteed earnings or undocumented claims of anticipated earnings.
- 4.) The Phoenix USA compensation plan is based upon the sales of Phoenix USA products, and an Independent Representative will not be successful merely by sponsoring other Independent Representatives without regard to retail sales.
- 5.) All Independent Representative's advertisements must be factual. Any advertisement promoting or representing employment, salaried positions, management positions, hourly wages, or guaranteed income is prohibited.
- 6.) An Independent Representative may be terminated or otherwise disciplined for a violation of the Independent Representative Application, Policies and Procedures, or Compensation Plan, or committing unfair or deceptive trade practices, or any other violation of Phoenix USA requirements, or state or federal law.
- 7.) An Independent Representative, terminating his or her Distributorship within five (5) days of the initial purchase of product is entitled to a 100% refund of the cost of any sales aids and unused inventory. Shipping and handling expenses are not refunded.
- 8.) An Independent Representative, terminating his or her Distributorship after (5) days of the initial purchase of product, is entitled to a refund of re-saleable inventory and sales aids purchased within the proceeding (3) months, less all rebates and bonuses to such Independent Representatives on the products being returned and less a 10% restocking fee. The (3) month period shall commence on the day of shipment by Phoenix USA of the product being returned by the Independent Representative. Refund requests should be submitted in writing to Phoenix USA, 9433 HWY 78 Suite B2, Ladson, SC 29456; or faxed to (843) 572-6562.
- 9.) With every new order of product, an Independent Representative must certify that not less than 70% of product previously purchased has been consumed or sold and must identify that portion of the product which was sold and what portion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold. Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be grounds for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create materials describing Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer, consumer to business, business to business, or business to consumer marketing via the Internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an Independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

I certify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phoenix USA (available in all affiliate Independent Training Centers).

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

